



COMDTINST 5350.5
JUL 2 2001

COMMANDANT INSTRUCTION 5350.5

Subj: COAST GUARD PARTNERSHIP WITH FIRST BOOK

Ref: (a) Coast Guard Mentoring Program, COMDTINST 5350.24B(Series)
(b) Coast Guard Equal Opportunity Program Manual, COMDTINST 5350.4(Series)
(c) Coast Guard Partnership In Education, COMDTINST 5350.22(Series)
(d) Departmental Personnel Manual Letter No. 610-4

- PURPOSE.** This Instruction establishes policy and guidance for carrying out the Coast Guard's partnership with First Book – a national, private, non-profit, charitable organization whose mission is to put new books in the hands of economically disadvantaged children. This partnership complements the Coast Guard's existing efforts in carrying out the National Partnership In Education Program and the Department of Transportation Garrett A. Morgan Technology and Transportation Futures Program as outlined in references (a), (b) and (c). It will also enhance our public affairs and outreach efforts to raise the visibility of the Coast Guard.
- ACTION.** Area and district commanders, commanders of maintenance and logistics commands, commanding officers of headquarters units, assistant commandants for directorates, Chief Counsel, and special staffs at Headquarters shall ensure compliance with the provisions of this Instruction.
- DIRECTIVES AFFECTED.** None.
- POLICY.** The Coast Guard will set up and implement this partnership under the National and Community Service Act of 1990, as well as our general authority to conduct public affairs and outreach programs.

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NON-STANDARD DISTRIBUTION:

5. OBJECTIVES. This partnership should:

- a. As with our existing Partnership In Education Program, increase the Coast Guard's potential to recruit in the diverse workforce that will enter the labor market in the 21st century.
- b. Expand education and literacy, especially among communities with large economically disadvantaged populations.
- c. Increase public awareness of our missions and people, as well as our value to the American public.
- d. Raise the visibility of the Coast Guard with Members of Congress and provide new avenues for interaction with federal, state and local public and elected officials.

6. RESPONSIBILITIES.

- a. Commandant (G-I) is responsible for managing this partnership, and the Community Relations Branch (G-IPA) will be the primary point of contact for policy matters arising under the partnership.
- b. Area and district commanders, commanders of maintenance and logistics commands and commanding officers of headquarters units shall identify and seek opportunities to implement the partnership locally and at the unit level. In doing so, however, the voluntary nature of the partnership should be reinforced. The Memorandum of Agreement establishing the partnership with First Book is attached as enclosure (1).

7. GUIDANCE.

- a. How First Book works.
 - (1) First Book begins with the creation of a First Book Local Advisory Board (LAB). There are over 135 LABs currently in operation throughout the United States, most in areas where the Coast Guard operates. LABs consist of several local individuals (even as few as two or three) who are dedicated to organizing their community to distribute new books to literacy programs in their area. LABs initiate and manage all First Book activity in their city or area, and are comprised of a wide spectrum of volunteer leaders, including, but not limited to: librarians, teachers, retailers, lawyers, school representatives, and public officials. LAB members select community tutoring, mentoring and family literacy programs serving low-income and at-risk children and work to support those programs through book grants, special events in bookstores and national literacy initiatives.

- (2) First Book depends upon local involvement. Requests for Coast Guard support and opportunities will mainly come from these LABs. LABs operate in cooperation with the First Book regional and national offices, which provide resources, primarily new books, and support for LAB activities. First Book has access to new books from several sources. First Book has negotiated deep discounts, including free shipping, with children's book publishers for the purchase of children's soft-cover books. These discounts allow for First Book to double its purchasing power in a unified effort to reach as many at-risk children as possible. Many publishers also donate a large number of new books to First Book. The First Book organization has no political or religious affiliation and will not accept or distribute books that are inconsistent with this status. The First Book national office works with its national partners, book publishers, and LABs to ensure that books donated for distribution are appropriate for children.
- (3) The new books are primarily distributed to needy children through "book parties." These are events held at selected local locations where children from recipient groups come in to receive new books that they can keep for their own. Many times, these book parties include reading to the children and other activities that promote literacy.

b. Executing the partnership.

- (1) This partnership will be most effective if events and opportunities are coordinated and conducted primarily at the local level through a continuous relationship with a LAB. Coast Guard involvement with a LAB is the best means of ensuring that workload demands are balanced with LAB requests for Coast Guard assistance, that unit limitations are understood, that the partnership is executed consistent with this Instruction, and that the Coast Guard's core values are preserved through the distribution of appropriate books. Units desiring to participate in an initial First Book event or to establish a liaison with a LAB should first contact the First Book national office at (202) 393-1222. Additional information about First Book can be found on their web site at www.firstbook.org. Units that have established a liaison with a LAB should continue to work directly with that LAB.
- (2) This partnership is structured so that all members of the Coast Guard family can participate and contribute – active duty, reserves, civilian employees, auxiliaries, retirees and family members. Units should look to all these members of the Coast Guard family as a force multiplier to support the partnership.
- (3) There is no specific template for the types of support units and our personnel may offer First Book. However, the most common support envisioned includes hosting book parties on board the unit, participating in other book parties locally, giving unit tours to First Book children, and providing temporary storage for new books and facilitating the distribution of those books to

First Book children. Subject to certain restrictions, our support for First Book is limited only by our collective imagination.

- (4) Although support for the First Book partnership will require some commitment by Coast Guard units and personnel, the workload is not expected to be substantial. Therefore, units may be able to fold the partnership into their existing community outreach program. Units desiring to expand community outreach efforts or raise the visibility of the Coast Guard in the local community should consider First Book as a priority. Also, this partnership should not displace the Partnership In Education program, but rather be an extension of it. It is understood that support for First Book may impair the unit's ability to support other community or charitable efforts.
- (5) The Coast Guard's partnership with First Book provides an excellent opportunity to substantially raise the visibility of the Coast Guard. Units supporting the partnership should work with First Book to maximize media coverage of the partnership and joint CG/First Book events, including outreach to elected and other public officials from the local area.

c. Restrictions.

- (1) The Comptroller General has determined that civic, charitable, and similar community support activities involving limited use of agency resources and employee time fall within an agency's permissible range of discretion. *See* 71 Comp. Gen. 469 (1992). Therefore, appropriated funds and Coast Guard resources may be used to support this partnership, but only to the same extent as with the Partnership In Education Program (i.e., a limited and *de minimis* use of Coast Guard resources is permitted. What constitutes a "limited and *de minimis*" level of resource support is a matter of discretion and will typically be supported as long as the expenditures are insubstantial and prudent).
- (2) Participation in the partnership is voluntary, and unit and individual participation will be as workload and operations permit. Some units will be able to provide extensive support for the partnership, while others may not. However, given the Coast Guard's history of humanitarian and community service, it is hoped that the entire Coast Guard family will embrace this partnership as a worthwhile endeavor. In that sense, this partnership should be viewed as an opportunity, not an obligation.
- (3) The Coast Guard and its personnel (active duty, civilian - including NAF - employees, reservists, and auxiliarists), while acting in an official capacity or while on duty are prohibited from engaging in fund-raising activities on behalf of First Book. Also, Coast Guard personnel, while acting in an official capacity, may not hold a managing position or serve on the board of directors of a LAB. However, Coast Guard personnel may serve as non-voting liaisons to the LAB. These restrictions do not apply to Coast Guard personnel acting in a purely private capacity, outside the Coast Guard partnership, or to family members or retirees.

- (4) The OPM Director's Memorandum on Volunteer Activities (1998) provides guidance on civilian employee participation in supporting the partnership during the workday. Because this partnership is officially sponsored by the Coast Guard and is an extension of our Partnership In Education program and outreach efforts, civilian (including NAF) employee participation in the partnership during the workday is considered an excused absence, provided the supervisor considers the civilian employee's participation to be in the best interest of the Coast Guard and it is for a reasonable period of time.
- (5) Nothing in this Instruction is intended to supercede or conflict with applicable standards of conduct or other legal requirements.

Encl: (1) Memorandum of Agreement Between the United States Coast Guard and First Book

Memorandum of Agreement



United States Coast Guard & First Book

The Parties to this Memorandum of Agreement (MOA) are the United States Coast Guard (USCG) and First Book — a national, private, non-profit organization.

Recognizing that the mission of First Book is to give economically disadvantaged children the opportunity to read and own their first books;

Recognizing that the primary goal of First Book is to work with existing literacy and mentoring programs to distribute new books to children, who for economic or other reasons, have little access to books;

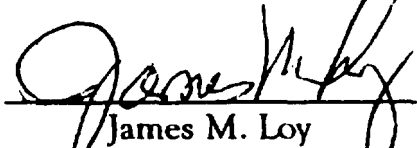
Recognizing that the USCG has an active nationwide Partnership in Education Program and participates in the U.S. Department of Transportation's Garrett A. Morgan Technology and Transportation Futures Program;

Believing that the efforts of the Parties can be enhanced through mutual cooperation, and that a partnership will allow the Parties to take advantage of increased opportunities;

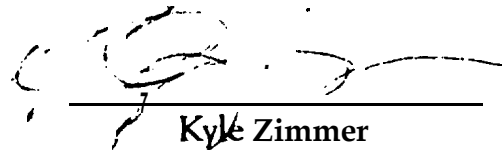


The Parties hereby agree to the following:

1. **Purpose:** To establish a partnership agreement between the USCG and First Book that will promote the mutual goals and objectives of each organization.
2. **Authority:** This agreement is authorized by Presidential Proclamation 5112, the National & Community Service Act, Pub. L 101-610, 104 Stat. 3167 (1990), and the general powers prescribed by 14 U.S.C. § 93(t).
3. **Responsibilities**
 - a. The Parties will work together to publicize the USCG/First Book Partnership, including a national media event to launch the partnership, a range of subsequent media events, and mutual development of appropriate printed materials.
 - b. The Parties will provide each other with appropriate points of contact to facilitate execution of this MOA and the USCG/First Book partnership.
 - c. Understanding that the USCG is prohibited from engaging in fund-raising activities on behalf of First Book, the Parties will work together to design creative new elements and to develop strategies to support joint projects.
 - d. The Parties will make presentations, when appropriate, at each other's respective meetings, seminars, and conferences.
 - e. The Parties will provide opportunities for USCG personnel and their families to serve as voluntary non-voting members on First Book Local Advisory Boards and other similar bodies.
 - f. The USCG will inform and encourage its personnel and their family members about volunteer opportunities to support First Book activities.
 - g. As operations permit, and consistent with federal law and regulations, the USCG will make available its spaces, facilities, and vessels, especially in rural or remote areas: (1) to store and help facilitate the distribution of new books to disadvantaged children, through First Book's National Book Bank, (2) to host First Book book parties, and (3) for tours by First Book children.
 - h. Consistent with federal law and funding constraints, the USCG will provide other limited support to First Book, as USCG operations and missions permit.
 - i. Where appropriate, First Book will make USCG information available in First Book publications.
 - j. This MOA is noncontractual and creates no legal rights or obligations between the Parties.
4. **Other Provisions:** Nothing in this MOA is intended to conflict with current law, regulations, or directives applicable to the USCG or U.S. Department of Transportation. If a provision in this MOA is inconsistent with such authority, then that provision shall be invalid, but the remaining terms and conditions of the MOA shall remain in effect.
5. **Effective Date:** This agreement shall become effective on November, 20 2000.
6. **Modification:** This agreement may be modified upon the mutual written consent of both Parties.
7. **Termination:** This agreement, including any modifications thereto consented to by both Parties, shall be in force until terminated in writing by either Party. Termination will occur either sixty days after written notification by either Party or after all agreed upon projects are completed, whichever occurs last.


James M. Loy
Admiral, U.S. Coast Guard
Commandant

November 20, 2000
Date


Kyle Zimmer
President
First Book

